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in clear and unmistakeable language. *Tallassee Falls Mfg. Co.* v. *Commissioner's Ct.* (1908) 158 Ala. 263, 48 So. 354; *Georgia R. R. & Bank. Co.* v. *Smith* (1888) 128 U. S. 174, 9 Sup. Ct. 47. Where there is any doubt, the presumption is in favor of the retention of the power by the government. *Freeport Water Co.* v. *Freeport* (1901) 180 U. S. 587, 21 Sup. Ct. 493. But, in order that a municipality be able to make such a valid and binding contract, there must be express legislative authority allowing a release by contract of the power to regulate rates. *Virginia Wes. P. Co.* v. *Commonwealth* (Va. 1919) 99 S. E. 723, 727; *City of Bessemer* v. *Bessemer Waterworks* (1907) 152 Ala. 391, 44 So. 663. What language amounts to such a specific authorization is a question of construction. *Cf. City of Bessemer* v. *Bessmer Waterworks, supra;* with *Detroit* v. *Detroit etc. R. R., supra.* Since no such language appears in § 720 of the Iowa Code Supp. 1913, and since, in addition, § 725 expressly voids any limitation of the regulative power by contract, the decision of the court is sound. *Cf. Dubuque El. Co.* v. *City of Dubuque* (C. C. A. 1919) 260 Fed. 353.

COPYRIGHTS—INJUNCTION—IMPLIED NEGATIVE COVENANTS.—The plaintiff author granted to the defendant manager the sole privilege of producing a play written and copyrighted by the former. Both parties threatened to produce the play in motion pictures. The plaintiff contended that the contract between the parties did not convey the right to so produce the play and brought this action to restrain the defendant. *Held,* an injunction would issue upon the condition that the plaintiff refrain from producing or licensing the production of the play in motion pictures. *Manners* v. *Morosco* (U. S. Sup. Ct., March 22, 1920) not yet reported, reversing *Manners* v. *Morosco* (C. C. A. 1919) 258 Fed 557.

There would seem to be great force in the suggestion of the lower courts, *Manners* v. *Morosco* (D. C. 1918) 254 Fed. 737; *aff'd* 258 Fed. 557, that a grant such as one in the instant case should be held to convey the whole copyright estate of dramatization including the motion picture rights. *Lipzin* v. *Gordin* (1915) 166 N. Y. Supp. 792; see *Hart* v. *Fox* (1917) 166 N. Y. Supp. 793, 797; *cf. Harper & Bros.* v. *Kalem Co.* (C. C. A. 1909) 169 Fed. 61; *aff'd Kalem Co.* v. *Harper Bros.* (1911) 222 U. S. 55, 32 Sup. Ct. 20. But even accepting as correct the construction placed by the court on the deed of grant, the decision still appears to be open to criticism, proceeding as it does upon the assumption that injury must necessarily ensue to the rights admittedly granted to the defendant, unless the plaintiff be restrained. There was no evidence in the case as reported that would justify the court in inferring either injury to the defendant or unfair competition by the plaintiff, but on the contrary, the remarks of Mr. Justice Mayer in the case of *Klein* v. *Beach* (D. C. 1916) 232 Fed. 240, at p. 246, are precisely applicable to the situation herein presented. The case of *Harper Bros.* v. *Klaw* (D. C. 1916) 232 Fed. 609, chiefly relied upon by the court in the present case, is clearly distinguishable. There the contract was made at a time when the parties could not reasonably be said to have contemplated dealing with the motion picture rights, and hence, if injury to the estate of the defendant be assumed, the decision of the court in implying a negative covenant on the part of the grantor was highly proper and manifestly correct. See *Klein* v. *Beach* (D. C. 1916) 232 Fed. 240, 246, 247; *aff'd* (C. C. A. 1917) 239 Fed. 108, 109; *Kennerley* v. *Simonds* (D. C. 1917) 247 Fed. 822, 827. But even such an assumption would avail but little in the principal case, for the contract was

made at a time when the parties must have intended to deal with the motion picture rights. The extension of the doctrine of the case of *Harper Bros.* v. *Klaw, supra,* to cover the case at bar, makes it impossible for a grantor to enjoy the benefits of that portion of his estate not conveyed away, unless, by express terms, he reserves the right to do so.

DEEDS—DELIVERY—EFFECT OF RECORDING.—The plaintiff, being advised by a physician that he might die at any time, made a deed of land to his son reserving a life estate to himself. This deed remained in the custody of the plaintiff except for the time between giving it to the clerk for record and receiving it back after recording. He did not intend to give up possession of it unless he became sick. The son knew nothing of the execution and recording of the deed to him. A bill was brought by the plaintiff to cancel the deed. *Held,* the presumption of delivery by recording was rebutted by the facts of the case. *Lynch* v. *Lynch* (Miss. 1920) 83 So. 807.

The mere fact of recording a deed is generally held to show a presumption of delivery so far as any acts of the grantor are required. *Rogers* v. *Jones* (1916) 172 N. C. 156, 90 S. E. 117; *cf. Guggenheimer* v. *Lockridge* (1894) 39 W. Va. 457, 19 S. E. 874. But this presumption is rebuttable by evidence indicating no intent to pass title. *Konser* v. *Konser* (1906) 219 Ill. 466, 76 N. E. 846; *Hogadone* v. *Grange Mut. Fire Ins. Co.* (1903) 133 Mich. 339, 94 N. W. 1045. Retention of possession of the deed or property by the grantor does not of itself rebut this presumption, either as in the instant case, *Valter* v. *Blavka* (1902) 195 Ill. 610, 63 N. E. 499, or where no life estate is reserved. *Creighton* v. *Roe* (1905) 218 Ill. 619, 75 N. E. 1073; *Mitchell* v. *Ryan* (1854) 3 Oh. St. 377. Some states hold that recording is simply evidence to be considered in connection with other facts on the question of delivery. *Cravens* v. *Rossiter* (1893) 116 Mo. 338, 22 S. W. 736; see *Johnson* v. *Johnson* (1905) 38 Tex. Civ. App. 385, 85 S. W. 1023. Other jurisdictions regard recording alone as no evidence whatsoever of delivery. *Egan* v. *Horrigan* (1901) 96 Me. 46, 51 Atl. 246; *Maynard* v. *Maynard* (1813) 10 Mass. 462. But by the weight of authority, recording with intent to divest one's self of title, is conclusive against the grantor, if there is an acceptance by the grantee. This is implied if recording is done with the grantee's knowledged and consent. *Brady* v. *Huber* (1902) 197 Ill. 291, 64 N. E. 264; *cf. Parmelee* v. *Simpson* (1866) 72 U. S. 81. It is also presumed where the grant is beneficial, *Collings* v. *Collings* (Ky. 1906) 92 S. W. 577, especially in the case of a grantee under a mental disability, *Baker* v. *Hall* (1905) 214 Ill. 364, 73 N. E. 351, or an infant. *Coulson* v. *Coulson* (1903) 180 Mo. 709, 79 S. W. 473; *Compton* v. *White* (1891) 86 Mich. 33, 48 N. W. 635; *Colee* v. *Colee* (1889) 122 Ind. 109, 23 N. E. 687; *Mitchell* v. *Ryan, supra.* This is true of a husband or wife. *Sasseen* v. *Farmer* (1918) 179 Ky. 632, 201 S. W. 39; *Russell* v. *May* (1905) 77 Ark. 89, 90 S. W. 617. But some courts hold there is no presumption in the case of one *sui juris* who has no knowledge, especially if the grant is not beneficial. *Sullivan* v. *Eddy* (1894) 154 Ill. 199, 40 N. E. 482. In the instant case, it is immaterial whether the grantee was a minor or *sui juris,* since there was in fact no intent to deliver the deed.

EXEMPTION—APPLICABILITY TO CRIMINAL CASES—COSTS AND FINES.—The plaintiff had been convicted of burglary and a judgment in favor of the people for the costs of the prosecution had been rendered against